

AGREEMENT

BETWEEN

**ATLANTIC CITY MUNICIPAL UTILITIES AUTHORITY**

**and**

**AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL  
EMPLOYEES, AFL-CIO**

DISTRICT COUNCIL 71, LOCAL 2302 A  
(WHITE COLLAR)

**JANUARY 1, 2010 - DECEMBER 31, 2014**

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## P R E A M B L E

This Agreement entered into by Atlantic City Municipal Utilities Authority, hereinafter referred to as the "Employer", and Local which is affiliated with the American Federation of State, County and Municipal Employees, AFL-CIO, hereinafter referred to as the "Union", has as its purpose the promotion of harmonious relations between the Employer and the Union; the establishment of equitable and peaceful procedure for the resolution of differences and the establishment of rates of pay, hours of work and other conditions of employment of the Supervisor Unit. The effective date of this contract shall be the date when approved b Atlantic City Municipal Utilities Authority and the Union.

## **ARTICLE I: PURPOSE**

1.1 This Agreement is entered into pursuant to the provisions of Chapter 303, Laws of 1968 (N.J.S.A. 34:13A-5.1 etc.) of the State of New Jersey, as amended to promote and ensure harmonious relations, cooperation, and understanding between the Authority and the employees; to prescribe the rights and duties of the Authority and employees; to provide for the resolution of legitimate grievances, all in order that the public service shall be expedited and effectuate in the best interests of the people of the City of Atlantic City, the Authority and its employees.

## **ARTICLE II: INTERPRETATION**

2.1 It is the intention of the parties that this Agreement be construed in harmony with the Rules and Regulations of the Civil Service Commission, Chapter 303 of the Laws of 1968, as amended, and the Statutes of the State of New Jersey.

### **ARTICLE III: RECOGNITION**

3.1 The Authority recognizes the Union as the exclusive negotiating agent and representative for all white collar Authority employees excluding craft and blue collar workers. Excluded also are all supervisors as defined in the Act.

3.2 The Authority agrees that the Union has the right to negotiate for all covered employees as to rates of pay, hours of work and fringe benefits, working conditions, safety conditions, procedures for adjustment of disputes and grievances, and all other related matters as contained in this Agreement. This Agreement shall include all full-time and regularly employed part-time White Collar employees whose job classifications are listed in Article XXIX.

#### **ARTICLE IV: GRIEVANCE PROCEDURE**

4.1 Definition: A grievance is any dispute between parties concerning the application or interpretation of this Agreement or any complaint by an employee as to any action or non-action taken toward him which violates any right arising out of his employment. The Authority shall not discipline any employee without just cause.

4.2 Step 1: All grievances shall be submitted in writing within five (5) days after their occurrence to the employee's supervisor. The supervisor shall respond within five (5) days of the receipt of the grievance to the union.

4.3 The Union Grievance Committee shall receive, screen, and process all grievances within five (5) days of receipt. The processing of grievances shall take place without discrimination and irrespective of membership or affiliation with the Union.

4.4 Step 2: Grievances shall be filed by the Union (not the grievant) with the Deputy Executive Director or designee, within five (5) days from the Step 1 response. The Deputy Executive Director or designee shall respond in writing within ten (10) days.

4.5 Step 3: In the event the parties are unable to resolve the grievance after ten (10) working days, the Union (not the grievant) may refer the grievance to the Executive Director of the Authority or designee, within five (5) business days of the

date the response from the Deputy Executive Director or designee is due. The Executive Director or designee shall have fifteen (15) days to respond.

4.6 Step 4: Arbitration: In the event the grievance is not resolved at the third step, either party may refer the matter to impartial arbitration within fifteen (15) business days of the date the Executive Director's or designee's response is due.

4.7 Any party wishing to move a grievance to arbitration shall notify the Public Employment Relations Commission that they are moving a grievance to arbitration and request that a list of arbitrators be furnished to the employer and the union. If the Authority and the union cannot mutually arrive at a satisfactory arbitrator within thirty (30) working days after the receipt of the list from the Public Employment Relations Commission, the Commission shall select an arbitrator. The arbitrator shall hear the matter on the evidence and within the meaning of the Agreement and such rules and regulations as may be in effect by the Civil Service Commission by the State of New Jersey which might be pertinent and render his award in writing, which shall be final and binding.

The cost of the arbitrator's fee shall be shared by the Authority and the Union. Any steward or officers of the Union required in the grievance procedure to settle disputes on any arbitration shall be released from work without loss of pay for such purpose and any witness reasonably required shall be made available during working hours without loss of pay for the purpose of disposing of any grievance or arbitration matter.



4.8 If a grievance affects all employees, it should be filed at a Step 2 by the Union within 60 days of the event(s) leading to the grievance.

4.9 Extensions and Modifications: Time extensions under the above grievance procedure clause may only be mutually agreed upon by the Authority and the Union in writing.

4.10 Suspension: When suspension is used as a form of discipline by a supervisor, notification that a suspension and/or hearing will occur, must be given to the employee and the Local and Council Representative within five (5) working days of the occurrence. If the employee is not at work for any days during the five (5) day period, notification time will be automatically extended as appropriate. In the event the Executive Director holds a hearing on a disciplinary matter, the final action as determined by the Executive Director must take place ten (10) days after the hearing.

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## **ARTICLE V: CHECK-OFF AND REPRESENTATION FEE**

5.1 The Authority agrees to deduct the Union monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amount to be deducted shall be certified to the Authority by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted to the Treasurer of the Union and the list of the names of all employees for whom the deductions are made. The revocation of this authorization shall be in accordance with the provisions of applicable statutes as presently existing or as may be amended by the State Legislature.

5.2 The Union will hold the Authority harmless from any claims, suits, demands, or obligations raised against it by virtue of the check-off (transfer of funds from Employee to Union).

The parties agree that all employees in the bargaining unit who do not become members of the Union during any Union membership year shall have deducted from their salaries and forwarded to the Union a representation fee in a manner and in an amount as provided below.

### **5.3 Representation Fee Amount**

Within thirty (30) days of the execution of this Article, the Union shall notify the Authority of the representation fee sum to be deducted from nonmembers' salaries for the remainder of the year. Thereafter, the Union shall notify the employee of the appropriate annual representation fee on an annual basis. Said sum shall not

exceed eighty-five (85%) percent of the regular membership dues, fees and assessments charged to Union members unless the Legislature amends the existing ceiling rate whereupon the representation fee deducted shall be that amount set by the Union and consistent with the amended Legislation. Any change in the representation fee shall be made upon written notification to the Authority.

#### 5.4 Representation Fee Deductions

The annual representation fee shall be deducted from nonmembers' salaries in substantially equal monthly (biweekly) installments. Representation fee deductions from the salaries of all nonmembers-employees shall commence within thirty (30) days following the beginning of their employment in a bargaining unit position or the tenth (10th) day following reentry into the bargaining unit for employees who previously served in bargaining unit positions and who continued in the employ of the Atlantic City Municipal Utilities Authority employees in a nonbargaining unit position and persons being reemployed in such a unit from the reemployment list.

If during the course of the year the nonmember becomes a Union member, the Authority shall cease deducting the representation fee and commence deducting the Union dues beginning with the first paycheck to be issued ten (10) days after written notification of the change in status. Conversely, if during the course of the year, the Union member directs the Authority to cease Union dues deductions in a manner appropriate under the terms of this Agreement, the

Authority shall commence deduction of the representation fee with the first paycheck to be issued ten (10) days after written notification of the change in statutes. After deduction, representation fees shall be transmitted to the Union in the same manner and in the same time as Union dues.

#### 5.5 Termination of Employment

The Union must determine if it desires the entire representation fee to be due and payable upon termination; if so, this clause shall provide that upon termination of a nonmember for any reason, the Authority shall deduct the undeducted balance of the representation fee from the nonmember's last paycheck and transmit the fee to the Union.

5.6 The Union shall save the Authority harmless from any claims, suits, demands or obligations raised against it by virtue of any representation fee deductions (transfer of funds from Employee to Union).

## **ARTICLE VI: EMPLOYEE REPRESENTATION**

6.1 The Union will notify the Authority as to the names of stewards and accredited representatives. No more than one (1) steward and alternate are to be designated for each department. Representatives of the Union who are not employees of the Authority will be permitted to visit with employees during working hours at their work stations for the purpose of discussing Union representative matters.

6.2 The Steward within the department shall be allowed to investigate grievances during working time, but shall not disrupt work. Authorized agents of the Union shall not disrupt the Authority's establishment during working hours for the purpose of adjusting disputes, investigating working conditions, collection of dues, and ascertaining that the agreement is being adhered to; provided, however, that there is no interruption of the department's working schedule.

## **ARTICLE VII: NON-DISCRIMINATION**

7.1 The Authority and the Union both recognize that there shall be no discrimination by reason of sex, creed, racial origin, age or physical disabilities as far as employment is concerned or as far as any opportunities for improvement or jobs or as a condition of employment. The Authority further agrees that it will not interfere with nor discriminate against any employee because of membership in, or legitimate activity on behalf of the Union nor will the Authority encourage membership in any other Union or do anything to interfere with the exclusive representation of the Authority in the appropriate bargaining unit.

7.2 Any employee members of the Union acting in any official capacity whatsoever shall not be discriminated against for his acts as such officer of the Union so long as such acts do not interfere with the conduct of the Authority's business, nor shall there be any discrimination against any employee because of Union membership or activities.

## **ARTICLE VIII: MANAGEMENT RIGHTS**

8.1 It is the right of the Authority to determine the standards of service to be offered by its agencies; determine the standards of selection for employment; direct its employees; take justifiable action; relieve its employees from duty because of lack of work or for any other legitimate reason, maintain the efficiency of its operations; determine the methods, means and personnel by which its operations are to be conducted; determine the content of job classifications; schedule the hours; take all necessary actions to carry out its mission in emergencies; and exercise complete control and discretion over its organization and the technology of performing its work. The practical impact of this Article shall be subject to the grievance procedures. Nothing in this Article shall alter or relieve the Authority of any of its obligations undertaken by this Agreement.

## **ARTICLE IX: SAVINGS CLAUSE**

9.1 If any Article or Section of this Agreement or of any Supplement or Riders thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be restrained by such tribunal pending a final determination as to its validity, the remainder of this Agreement and of any Supplements or Riders thereto, or the application of such Article or Section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restrained, shall not be affected thereby.

9.2 In the event that any Article or Section is held invalid or enforcement of or compliance with which has been restrained, as set forth above, the parties affected thereby shall enter into immediate collective bargaining negotiations after receipt of written notice of the desired amendments by either the Authority or the Union for the purpose of arriving at a mutually satisfactory replacement for such Article or Section during the period of invalidity or restraint. There shall be no limitations of time for such written notice. If the parties do not agree on a mutually satisfactory replacement within sixty (60) days after receipt of the stated written notice, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provisions of this Agreement to the contrary.



## **ARTICLE X: STRIKES**

10.1 The Union assures and pledges to the Authority that its goals and purposes are such as to condone no strike by public employees, nor work stoppages, slowdown, or any other such method which would interfere with service to the public or violate the Constitution and Laws of the State of New Jersey and the Union will not initiate such activities nor advocate or encourage members of the unit to initiate the same; the Union will not support anyone acting contrary to this provision.

## **ARTICLE XI: BULLETIN BOARD**

11.1 The Authority agrees to provide suitable space for the Union bulletin board in place of work. Postings by the Union on such boards are to be confined to official business of the Union.

## **ARTICLE XII: UNION MEETINGS**

12.1 Any one (1) member of the Union who is elected or designated to attend conventions, seminars or similar meeting shall be permitted to attend such functions and shall be granted the necessary time off with forty-eight (48) hours notice to the employer with pay, provided that the said time off is a reasonable duration as determined by the person in charge of the project and the Authority.

This right of attendance, moreover, shall be governed by any conditions, restrictions, or limitations contained in the Constitution and By-Laws of the Union. The Authority agrees that the Union negotiating committee has the right to attend all sessions without the loss of pay.

### **ARTICLE XIII: SALARY SCHEDULE**

13.1 Effective January 1, 2010, there shall be an increase in the base salary of \$1,000 for all employees who held a bargaining unit position as of January 1, 2010.

Any individual employee, who has left the employ of the Authority as of the execution of this contract for whatever reason, is not eligible for the retro-active increase.

13.2. Effective January 1, 2011, there shall be an increase in the base salary of \$1,000 for all employees who held a bargaining unit position as of January 1, 2011.

Any individual employee, who has left the employ of the Authority as of the execution of this contract for whatever reason, is not eligible for the retro-active increase.

13.3. Effective January 1, 2012, there shall be an increase in the base salary of \$1,000 for all employees who held a bargaining unit position as of January 1, 2012.

Any individual employee, who has left the employ of the Authority as of the execution of this contract for whatever reason, is not eligible for the retro-active increase.

13.4. Effective January 1, 2013, there shall be an increase in the base salary of \$1,000 for all employees who held a bargaining unit position as of January 1, 2013.

Any individual employee, who has left the employ of the Authority as of the execution of this contract for whatever reason, is not eligible for the retro-active increase.

13.5. Effective January 1, 2014, there shall be an increase in the base salary of \$1,000 for all employees who hold a bargaining unit position as of January 1, 2014. See section 13.7 for exceptions.

13.6. The above increases will be retroactive and will apply only to employees who are employed by the Authority as of the signing of this Memorandum of Agreement. Said retroactive increases will apply to employees while employed in this unit but who have moved to another bargaining unit. The retroactive payment shall be made as promptly as possible and not later than 30 days from ratification/approval of this agreement.

13.7. The proposed salary scale, with minimums and maximums is included in Article XXIX, Salaries. As of December 1, 2013, any employee reaching the maximum shall not have any increase over and above the maximum added to their base salary. The increase shall be provided as a one time lump sum payment.

13.8 For all the employees covered by this Agreement except those specified in Article XXIX, Salaries, working 40 hours per week, the work week shall continue at thirty-five (35) hours per week, Monday through Friday, starting at 9:00 A.M. to 4:30 P.M., with one-half (1/2) hour for lunch. There shall be no split shifts. For those employees specified in Article XXIX, Salaries working 40 hours per week, the work week shall be forty (40) hours, with the hours of 8:00 A.M. to 4:30 P.M.

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13.9 Employees, except those specified in Article XXIX, Salaries working 40 hours per week, who are required to work beyond thirty-five (35) hours per week, shall be compensated at their straight time rate for hours in excess of the thirty-five (35), up to eight (8) hours in one (1) day or forty (40) hours in a week; all time after eight (8) hours or after forty (40) hours shall be at time and one-half (1-1/2).

13.10 All hours on a sixth consecutive day during a week shall be paid at time and one-half (1-1/2).

13.11 All hours on a seventh consecutive day in a week shall be at double time (2).

13.12 All new employees hired under the salary schedule shall be hired at no less than the starting salary listed on the schedule.

13.13 When authorized by department head, persons working in higher classifications will be paid in higher classification for hours in said performance.

13.14 Call in pay shall be a minimum of four (4) hours pay.

13.15 All employees required to use their personal vehicles in the performance of their duties will receive payment of eighteen (18) cents per mile. Employees required to use public transportation in the performance of their duties shall be compensated for their expenditures.

#### **ARTICLE XIV: INSURANCE COVERAGE**

14.1 The State Health Benefit plans for medical insurance and prescription coverage currently offered to employees shall continue to be offered and available to employees subject to paying premium share costs pursuant to P.L. 2011, c.78.

Current vision and dental care plans shall continue to be offered on the same terms to employees.

In the event that the Authority determines to change insurance carriers/plans it may do so if equivalent benefits are offered to employees.

14.2 The Authority will continue the current practice of not reimbursing employees for any out of pocket or co-pay expenses.

14.3 The Authority and this bargaining unit both agree that the Disability Plan of the State of New Jersey, which is currently in effect, shall be continued throughout the term of this contract.

## ARTICLE XV: UNPAID LEAVES

15.1 Reasonable Purpose: Leaves of absence without pay and not to exceed six (6) months, may be granted for reasonable purpose, and such leave shall be extended or renewed for any reasonable period. Reasonable purpose in each case shall be agreed upon by the Union and the Authority.

15.2 Union Business: Employees hired by the Union to do work which takes them from their employment with the Authority shall, with the written request of the Union, be granted a leave of absence. The leave of absence shall not exceed one (1) year, but it may be renewed or extended for a similar period at any time upon the request of the Union.

15.3 Maternity: Maternity leaves, not to exceed twelve (12) months, shall be granted at the request of the employee. Maternity leaves shall, upon the request of the employee, be extended or renewed for a period not to exceed six (6) months.

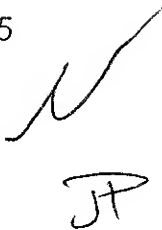
### 15.4 Education

A. After completing one (1) year of service, any employee, upon request, may be granted a leave of absence, without pay, which shall not exceed one (1) year, but may be extended or renewed at the request of the employee.



B. One (1) year leave of absence with any request of extension for educational purposes shall not be provided more than once every three (3) years.

C. Where possible, employees may be granted leaves of absence for educational purposes, not to exceed one (1) month any calendar year, to attend conferences, seminars, briefing sessions, or other functions of a similar nature that are intended to improve or upgrade the individual's skills or professional ability.

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## ARTICLE XVI: PAID LEAVES

16.1 Time Off for Union Activities: The Authority agrees that the Union negotiating committee has the right to attend all negotiation sessions without the loss of pay.

### 16.2 Sick Leave

A. If any employee contracting or incurring any service or non-service connected sickness or disability is quarantined by the Health Authorities, he shall receive sick leave with pay; number of days shall be unlimited.

B. Employees shall be eligible for sick leave after thirty (30) days service with the Authority.

16.3 Accumulation of Sick Leave and Terminal Leave: Employees shall be granted one and one-quarter (1 1/4) days of sick leave for each month of service. Any days used shall be deducted from this sick leave bank.

An employee may be required by the Authority to produce a doctor's certificate after five (5) consecutive days of sickness or disability, or a pattern of abuse.

16.4 Accumulation of Sick Leave: Employees shall start to earn sick leave from their date of hire, and they shall accumulate sick leave as long as they are in the service of the Authority.

16.5 In the event of death, unused sick leave payment is to be made to the estate of the employee.

16.6 Funeral Leave: When a member of the "immediate family" of a Union member is deceased, that member shall be granted five (5) working days of leave to be taken between the date of death and the date after the funeral. The "immediate family" shall include: wife, husband, children and step-children, foster children, parents, grandparents, sisters, brothers, brothers- and sisters-in-law, mother-and father-in-law and common law husbands and wives and aunts or uncles who reside in the household of the employee and who also serve in the capacity of parent or guardian. To be eligible to utilize this leave for the death of a foster child, the child must be living in the employee's home on a full-time basis and must be presently assigned to that employee by the appropriate governmental agency. The employee must present proof of both of these facts prior to being eligible for this leave. All other relatives one (1) day of leave to attend funeral service.

16.7 Civil Service Examination: Employees shall be allowed time off with pay to take open competitive and promotional examinations set up by the Civil Service System, for which they qualify.

16.8 Military Service Leave: Any employee who is a member of a Reserve Force of the United States Army of this State and who is ordered by the appropriate authorities to attend the training program or perform other duties under the supervision of the United States or this State shall be granted a leave of absence

during the period of such activity, with no loss of time or pay, not to exceed thirty (30) days.

16.9 Jury Duty: Employees shall be granted a leave of absence with pay any time they are required to report for jury duty or jury service. The jury pay shall be returned to the Authority.

16.10 Personal Leave: Personal days shall be available to all employees in accordance with the following formula:

- Employees shall receive three (3) days per calendar year

Personal days are non-accumulative, and must be requested at least forty-eight (48) hours in advance. The use of the days is subject to the approval of the Supervisor, and must be utilized for legitimate reasons which necessitate absence from work. Personal days are not to be considered "automatic." Personal days shall be earned on a pro-rata basis. In case of a personal emergency, an employee who has existing personal days, shall be eligible to have a personal day granted by his or her supervisor by calling and requesting one hour in advance of the beginning of the shift.

## **ARTICLE XVII: VACATION**

17.1 During the first year of service, employees will earn vacation at the rate of one (1) day for each month worked. Upon completion of the first (1st) through fourth (4th) full years of service, employees shall be entitled to twelve (12) days of vacation. Upon completion of the fifth (5th) full year of service, employees shall be entitled to fifteen (15) days of vacation. Upon completion of the eleventh (11th) full year of service, employees shall be entitled to eighteen (18) days of vacation. Upon completion of the sixteenth (16th) full year of service, employees shall be entitled to twenty-one (21) days of vacation. Upon completion of the twenty-first (21st) full year of service, employees shall be entitled to twenty-five (25) days of vacation. Vacation days shall be earned on a pro-rata basis.

## ARTICLE XVIII: HOLIDAYS

18.1 The employees covered by this Agreement shall receive the following thirteen

(13) paid holidays:

New Year's Day  
Lincoln's Birthday  
President's Day  
Good Friday  
Memorial Day  
July 4th  
Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Friday After Thanksgiving  
Christmas Day  
Martin Luther King Day

18.2 If a holiday falls on a Sunday, it will be celebrated on Monday; if on Saturday, it will be celebrated on Friday.

18.3 When an employee works on one of the above holidays, he/she shall receive an additional day's pay at time and one-half (1-1/2).

18.4 An employee scheduled to work a holiday must work the day before and the day after the holiday, if scheduled, in order to be paid for the holiday or to receive compensatory time for it.

**ARTICLE XIX: CONTINUATION OF BENEFITS NOT COVERED BY THIS AGREEMENT**

19.1 All conditions not covered by this Agreement shall continue to be governed, controlled and interpreted by reference to the Authority's Charter, Rules and Regulations of the Union. Any of all present benefits which are enjoyed by employees covered by this Agreement that have not been included in the contract shall be continued.

19.2 The Authority agrees not to enter into any agreement or contract with its employees, individually or collectively, which in any way conflicts with the terms and provisions of this Agreement. Any such agreement shall be null and void.

## **ARTICLE XX: SENIORITY**

20.1 Definition: Seniority for employees as of January 1, 1984 means an employee's length of continuous service with the Authority since his last date of hire with the City of Atlantic City or the Atlantic City Municipal Utilities Authority, whichever was first. All employees hired after January 1, 1984 shall begin as new employees with their seniority date as of the date of hire with the Atlantic City Municipal Utilities Authority.

20.2 Probation Period: New employees shall be added to seniority list ninety(90) days after their date of hire.

20.3 Seniority Lists: Every six (6) months the employer shall make available a seniority list showing the continuous service of each employee.

20.4 Break in Continuous Service: If an employee returns to work in any capacity within one (1) year, the break in continuous service shall be removed from his record. However, an employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, and retirement. There shall be no deduction from continuous service for any time lost which does not constitute a break in continuous service.

20.5 Layoff: In the event it becomes necessary to lay off employees, employees shall be laid off in the inverse order of their seniority, within title and department.

20.6 Recall: Employees shall be recalled from layoff and according to their seniority, within department and title.



No new employees shall be hired until all employees on layoff status desiring to return to work have been recalled within title and department except when employees are hired with Federal and State funds.

20.7 Transfers: Employees desiring to transfer to other jobs shall submit an application in writing to their immediate supervisor.

The application shall state the reason for the requested transfer.

Employees requesting transfer for reasons other than the elimination of jobs may be transferred to equal or lower paying job classifications on the basis of seniority.

20.8 Other: Anything dealing with seniority not in this Article shall be determined by Civil Service Rules and Regulations and New Jersey State Laws governing the subject.

## ARTICLE XXI: TERMINAL LEAVE

21.1 To the extent currently permitted by law, upon retirement, all employees shall be entitled to terminal leave with full pay excluding:

1. All salary increases during the period.
2. Sick and vacation days cannot be accumulated while on terminal leave.

The only benefits that shall continue on terminal leave:

1. Pension contributions.
2. Group insurance.

### 21.2 Optional Plan

Lump sum payment of 75% of accrued sick leave with a maximum of

~~\$15,000.00~~ \$ 15,000.00 JP ✓

## ARTICLE XXII: EDUCATIONAL

22.1 The Authority shall be obliged to reimburse the cost of tuition for the employees who enroll in courses in accredited institutions of higher learning provided that:

- A. The course, credit and noncredit, in which they enroll bear a reasonable relationship to their present work assignment.
- B. Prior approval to take such courses is secured in writing from the Executive Director; such approval shall not be unreasonably withheld by the Authority.
- C. The rate of reimbursement, at a graduate or undergraduate level shall be equal to the per credit course now in effect at Rutgers, the State University.
- D. The rate of reimbursement for noncredit courses shall be the full cost of tuition.
- E. The number of credits per year for which an employee shall be reimbursed shall not exceed twenty (20).
- F. For each employee, there shall be a cap on educational tuition reimbursement of \$3,000 per year of service, up to a maximum of \$30,000 for term of employment with the Authority.
- G. All nonrelated courses mandated by an institution as a requisite for a degree or certificate shall be eligible for educational increments.

Said reimbursement shall be paid to the employee within sixty (60) days after completion of course or module.

22.2 When the Authority mandates that an employee must attend a job-related course or school, all expenses including travel, lodging and tuition must be paid in advance by the Authority.

22.3

A. When an employee obtains an Associate's Degree from a recognized institute of higher education, he/she shall receive a \$500.00 increase in their annual salary. This is a one-time-only salary adjustment and there shall never be another salary adjustment as provided under this paragraph.

B. When an employee obtains a Bachelor's Degree from a recognized institute of higher education, he/she shall receive a \$500.00 increase in their annual salary. This is a one-time-only salary adjustment as provided under this paragraph. If the employee has never received a salary adjustment for an Associate Degree, an additional \$500.00 increase in their annual salary will be included at this time. Obtaining a Bachelors Degree will result in a maximum \$1,000.00 increase in their annual salary. This is a one-time-only salary adjustment and there shall never be another salary adjustment as provided under this paragraph.

C. When an employee obtains a Masters Degree or other advanced degree from a recognized institute of higher education, he/she shall receive a \$500.00 increase in their salary. This is a one-time-only salary adjustment and there shall never be another salary adjustment as provided under this paragraph. If

the employee has never received a salary adjustment for an Associate's Degree and/or Bachelors Degree, an additional \$500.00 per degree increase in their annual salary will be included at this time. Obtaining a Masters Degree will result in a maximum \$1,500.00 increase in their annual salary. This is a one-time-only salary adjustment and there shall never be another salary adjustment as provided under this paragraph.

### ARTICLE XXIII: LONGEVITY

23.1 Longevity shall be paid based upon the following complete years of service during the calendar year in which the longevity is paid:

5 to 9 years	2% of annual salary
10 to 14 years	4% of annual salary
15 to 19 years	6% of annual salary
20 to 24 years	8% of annual salary
25 years and over	10% of annual salary

All employees shall have the option of receiving their longevity pay proportionately in the salary of each pay period or in a one-time lump sum payment. At the beginning of each calendar year, all employees shall notify the appropriate Authority personnel in writing as to their choice of payment for their longevity.

#### **ARTICLE XXIV: POSITION INEQUITIES COMMITTEE**

24.1 A committee of labor and management shall meet by mutual agreement as needed to discuss possible position inequities. If the committee fails to resolve any disputes, the matter shall be remanded to arbitration as provided by the grievance procedure.

## **ARTICLE XXV: SAFETY COMMITTEE**

25.1 The Union may appoint a committee, not to exceed two (2) people, to meet with representatives of Management as needs arise to discuss and make recommendations relating to the safety of the employees and the public.



## **ARTICLE XXVI: TARDINESS**

26.1 Notwithstanding Article XVI, Section 6, and in addition to disqualification from the sick leave bonus, any employee who is tardy more than six (6) times in a calendar year may be suspended without pay for the seventh (7th) day and such additional days that year on which he may be tardy.

## **ARTICLE XXVII: REQUIREMENTS OF EMPLOYMENT**

27.1 As a requirement of employment, the following employees of the Union shall maintain a valid New Jersey Drivers License:

Customer Service Representative

Laboratory Technician

Senior Customer Service Representative

Data Base Analyst

GIS Specialist Trainee

GIS Specialist 3

GIS Specialist 2

All Chemist titles

The provisions of this paragraph are in total compliance with the Authority's Personnel Manual delivered to all employees at the beginning of their employment with the Authority.

## **ARTICLE XXVIII: FULLY BARGAINED PROVISIONS**

28.1 This Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been the subject of negotiations.

28.2 This Agreement shall not be modified in whole or in part by the parties except by an instrument in writing only executed by both parties.

# ARTICLE XXIX: SALARIES

WHITE COLLAR		ARTICLE XXIX		
GRADE	TITLE	Minimum Starting Salary		Maximum salary
1	Clerk 1	\$24,392	to	\$32,500
2	Clerk 2	\$25,574	to	\$39,000
3	Account Clerk	\$26,785	to	\$41,500
4	Clerk 3	\$28,756	to	\$43,500
4	Senior Account Clerk	\$28,756	to	\$43,500
4	Customer Service Representative *40 hours/week	\$32,754	to	\$49,714
4	Chemist Trainee *40 hours/week	\$32,754	to	\$49,714
4	GIS Specialist trainee *40 hours/week	\$32,754	to	\$49,714
5	Senior Data Control Clerk	\$31,233	to	\$45,500
5	Sr Customer Service Representative *40 hours/week	\$35,569	to	\$52,000
5	GIS Specialist 3 *40 hours/week	\$35,569	to	\$52,000
5	Chemist 1 *40 hours/week	\$35,569	to	\$52,000
6	Principal Account Clerk	\$34,190	to	\$47,500
6	Chemist 2 *40 hours/week	\$39,074	to	\$54,286
6	GIS Specialist 2 *40 hours/week	\$39,074	to	\$54,286
7	Data Entry Machine Operator <sup>1</sup>	\$37,484	to	\$49,500

<sup>1</sup> these titles shall no longer be used for new hires or promotions. All employees currently holding these titles will remain in title and grade.

### **ARTICLE XXX: SICK LEAVE BUY-BACK POLICY**

The Atlantic City Municipal Utilities Authority, hereby offers to the members of AFSCME Local 2303 A the ability to purchase back sick time which has been accumulated by the employees during their employment with the Authority. In order to participate in this buy-back program, the employee must comply with the following conditions:

1. In order to be eligible to participate in this program, the employee must have a minimum of seventy (70) days of sick leave accrued.
2. No more than ten (10) days per year can be sold back by any employee.
3. Each employee must maintain a bank of seventy (70) days after the initial buy-back period in order to have a second opportunity to sell back sick days.
4. Any employee wishing to participate in this program, must notify the ACMUA of their intent to sell back sick leave days by December 1 of each year.
5. The aforementioned notification to sell back sick leave days, must be in writing and must be given to the Personnel Officer.
6. The employee shall receive payment for the sick leave days buy-back with the last paycheck in December of the particular year.

7. This program is totally voluntary, and any employee who has in excess of seventy (70) days, is not required to participate in this program.

## ARTICLE XXXI: DURATION

31.1 This Agreement shall be effective as of the date hereof and shall remain in full force and effect until the 31st day of December, 2014. It shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing sixty (60) calendar days prior to the expiration date that it desires to modify this Agreement. In the event such notice is given, negotiations shall begin no later than sixty (60) days prior to the expiration date. If an agreement is not reached within sixty (60) days, the current Agreement will remain until a new agreement is reached.

31.2 The parties agree that negotiations for a successor agreement modifying, amending or altering the terms and provisions of this Agreement shall commence in accordance with the Rules and Regulations then in effect of the Public Employment Relations Commission.

*Chunak Lalapong*

IN WITNESS WHEREOF, the undersigned have affixed their signature as the duly  
authorized legal representatives of the Authority and the Union on the <sup>15<sup>th</sup></sup> 21<sup>st</sup> day of  
December, 2013 <sup>BU</sup> <sup>JP</sup>

ATTEST:

ATLANTIC CITY MUNICIPAL  
UTILITIES AUTHORITY



BY: Mattie Harrell  
CHAIRPERSON

ATTEST:

AMERICAN FEDERATION OF STATE, COUNTY,  
AND MUNICIPAL EMPLOYEES, AFL-CIO  
DISTRICT COUNCIL 71, LOCAL 2646-A <sup>JP</sup>

2302-A



STAFF REPRESENTATIVE

BY: Mattie Harrell EXDTR  
12/16/13

ATTEST:

Michelle Camper  
LOCAL CHAPTER CHAIRPERSON

BY: Crystal Daniels